



# *STATE OF MISSISSIPPI*

## **PROPOSAL FORMAT AND GUIDELINES**

### **CLASS 578 PRODUCTS PRODUCED BY MISSISSIPPI-BASED MANUFACTURERS USING RECYCLED MATERIALS**

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF PURCHASING AND TRAVEL  
701 WOOLFOLK BUILDING, SUITE A  
501 NORTH WEST STREET  
JACKSON, MISSISSIPPI 39201**

**STATE OF MISSISSIPPI**  
**PROPOSAL FORMAT AND GUIDELINES**

Effective  
Date: 07/01/08

Revised  
Date: 10/17/14

**FOR CLASS 578: PRODUCTS PRODUCED BY MISSISSIPPI-BASED  
MANUFACTURERS USING RECYCLED MATERIALS**

Vendors interested in entering into or renewing a nonexclusive, negotiated contract for products produced using recycled materials with the State of Mississippi should submit a proposal which shall include the following:

I. Proposal Letter

A signed letter from an authorized representative of the Mississippi-based manufacturer indicating the firm's interest in entering into or renewing a state contract for the items being proposed. This letter should include company name, location address, mailing address, telephone number, fax number, email address, website address, (if applicable) and name of authorized representative submitting proposal. By signing this letter, the vendor is certifying that neither the vendor nor any potential subcontractors are debarred or suspended or are otherwise excluded from or ineligible for participation in Federal assistance programs.

II. Price Lists and Product Information

Vendors are required to provide an electronic version of the proposed price list and a dealer list, if applicable. Each of these lists should be provided in an Excel format with "read and write" capabilities on a jump drive. No costs or expenses associated with providing this information in the required format shall be charged to the State of Mississippi.

If your company is listed on a GSA contract, a copy of your current price list must be submitted. Discounts shall be competitive when compared to prices and discounts received by the GSA, other state governments, and large volume commercial customers.

- A. The name of the products that are produced using recycled materials
- B. Description - A brief description of the product including the recommended use of the products
- C. The percent of the product that is made from recycled materials
- D. Discount - The percentage discount or range of discounts, off of list, being offered for the products listed.
- E. Contract Purchase Price - The maximum price to be paid by state agencies and governing authorities during the term of the contract.
- F. Product literature on all models and options being proposed for contract. If product information is available on a website, please include the URL.

Entities making purchases over \$50,000 may consider obtaining two competitive quotes from the authorized dealers' list on a manufacturer's contract. When requested, those

- manufacturers that do not have dealers' list should be prepared to submit a quote.
- III. Length of Price Guarantee

Pricing shall be firm for a 12-month period. Price increases are not allowed during the term of the contract.

- IV. Transportation Terms

Transportation terms shall be F.O.B. Destination, freight prepaid by the vendor.

- V. Payment Terms and Invoices

List applicable payment terms. MS Code Section 31-7-305(3) allows state entity to pay invoices within 45 days without penalty.

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

- VI. Distribution

Distribution to be made by parent company or local dealers. Where local dealers are used, a list of all authorized dealers and their phone/fax numbers, addresses, email address must be included. It is the vendor's responsibility to keep this list updated during the contract period.

**Please note: It is the responsibility of each manufacturer to ensure that your profile is current in the State of Mississippi e-procurement system. Current information such as e-mail addresses, contact person, phone numbers, etc. must be updated whenever there are any changes to your profile. When updating your information, please do not create a new profile. It is also the responsibility of the manufacturer to ensure that all distributors listed on your distribution list are registered in the State of Mississippi e-procurement system with their current information. If a distributor is not registered in the State of Mississippi e-procurement system, they will not be listed in the State's on-line ordering and will not receive any orders.**

Minority Vendor Status - The parent company should indicate if they or any of the dealers they list are considered Minority Vendors. Minority vendor means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged, and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637(a). **MINORITY** as used in this provision means a person who is a citizen or lawful permanent resident of the United States and who is: Black Americans - racial groups of Africa; Hispanic Americans - of Mexican, Puerto Rican, Cuban, Central/South America, Spanish or Portuguese culture or origin; Native Americans - origin in any of the original peoples of North America; Asian Pacific Americans - origins of the Far East, Southeast Asia, the Indian subcontinent; Women.

The parent company should put a “MV” beside their name and/or any of the authorized dealers listed who qualifies under this section. The Office of Purchasing and Travel will include this information in the documents distributed to the agencies and governing authorities.

#### VII. Purchase Summary

A purchase summary is required for contract renewals only. **This purchase summary must indicate each state agency or other governmental entity to which sales have been made, the location of each, and the total dollar sales generated to date in Excel format on a jump drive.** Where authorized distributors of the contractor have been utilized, this purchase information must be presented as it pertains to each authorized distributor; **however, this information must be combined on one spreadsheet.** This purchase summary must be in this office before renewal of this agreement can be considered.

Please Note: Because of the expense associated with the maintenance of this type of contract, it has been determined that a lack of sales activity under the agreement **will** be cause for rejection of a contract renewal request. **Renewal requests will be denied for purchase summaries which indicate a purchase volume of less than \$25,000 for two consecutive years. In this instance you will be denied a new contract for a period of two years.**

#### VIII. Award

Contracts will be awarded to all vendors that submit proposals that are in compliance with this format and are proposing competitive prices.

#### XI. E-Verify Compliance

Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1 et seq of the Mississippi Code Annotated (Supp 2008), will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

X. Addendum Period

Vendors wishing to make additions/changes to their contract during the contract period should be aware of the following policies of this office:

- A. Additions/changes will be allowed only once during a contract period.
- B. Additions/changes must be submitted during the addendum period which is July 1 through July 15 for prices to be effective September 1.
- C. When requesting additions/changes, the vendor shall submit a letter requesting the additions/changes and shall include all items previously approved and all items being proposed for addition/change. The vendor shall also submit a copy of the GSA approval for the item and/or a copy of the request to GSA to have the item approved. Product literature shall also be submitted with the request.

XI. Proposal Dateline

These contracts are effective March 1 through the last day of February; therefore, proposals for contracts must be submitted to the Office of Purchasing and Travel **between January 1 and January 15**. Any proposal received after these dates will not be considered.

Proposals should be submitted to:

Regina L. Irvin, J.D., CSM, CMPA  
Contract Analyst  
Office of Purchasing, Travel and Fleet Management  
701 Woolfolk Building, Suite A  
501 North West Street  
Jackson, MS 39201

Email - [Regina.Irvin@dfa.ms.gov](mailto:Regina.Irvin@dfa.ms.gov)  
Phone - 601-359-9263  
Fax - 601-359-3910

## REQUIRED INFORMATION

**NOTE:** Respondents are required to initial the boxes below to insure all information has been read, understood and all pertinent information is enclosed. This page should also be submitted with the proposal request information.

☐

Initial box indicating the Proposal Format and Guidelines have been read and understood.

☐

Initial box indicating a signed Proposal Letter, with all pertinent information, is enclosed and includes the percentage discount off list price that is being offered.

☐

Initial box indicating applicable transportation terms and payment terms are enclosed.

☐

Initial box indicating a copy of your current published retail price list is enclosed and a copy of your GSA pricing (if applicable) is enclosed.

☐

Initial box indicating a list of the products produced by Mississippi-based manufacturers using recycled materials and contract pricing being proposed is enclosed. **The price list should be provided in Excel format with “read and write” capabilities on a jump drive.**

☐

Initial box indicating an attached list of authorized distributors (if applicable) is enclosed. The distributors’ list should be provided in **Excel format** with “read and write” capabilities on a **jump drive**.

☐

Initial box indicating your purchase summary is enclosed (for renewals only). **This purchase summary must indicate each state agency and governmental entity to which sales have been made, the location of each, and the total dollar sales generated to date in Excel format on a jump drive.**

☐

Initial box indicating manufacturer and/or dealer minority vendor status has been indicated.

☐

Initial box indicating the signed Additional Contract Term and Condition Requirements When Using American Recovery and Reinvestment Act (Stimulus) funds for Purchases Form is enclosed. (Please disregard if you have sent a copy to our office.)